

NAME:_____ ADDRESS:(STREET)_____

(CITY, STATE & ZIP)_____

IN CASE OF EMERGENCY NOTIFY:_____ (PHONE)_____

HOGADON SKI SCHOOL'S LESSON PARTICIPANT RELEASE

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ THE FOLLOWING CAREFULLY BEFORE SIGNING.

I UNDERSTAND THAT SNOW SKIING, SNOW BOARDING, NORDIC DOWNHILL OR "TELEMARK" SKIING AND TAKING LESSONS IN SNOW SKIING, SNOW BOARDING AND NORDIC DOWNHILL OR "TELEMARK" SKIING CAN BE DANGEROUS. I UNDERSTAND THAT ACCIDENTS, INJURIES, ILLNESS OR DEATH CAN ARISE IN CONJUNCTION WITH SNOW SKIING, SNOW BOARDING, NORDIC DOWNHILL OR "TELEMARK" SKIING. I FURTHER UNDERSTAND THAT THERE ARE INHERENT RISKS ASSOCIATED WITH SNOW SKIING, SNOW BOARDING, NORDIC DOWNHILL OR "TELEMARK" SKIING AND TAKING LESSONS IN SNOW SKIING, SNOW BOARDING AND NORDIC DOWNHILL OR "TELEMARK" SKIING WHICH INCLUDE BUT ARE NOT LIMITED TO ACCIDENTS, INJURIES, ILLNESS OR DEATH IN REMOTE PLACES WITHOUT MEDICAL FACILITIES, OR DUE TO THE FORCES OF NATURE, OR DUE TO EQUIPMENT FAILURE, OR DUE TO NATURAL HAZARDS, OR DUE TO OTHER OBSTACLES, WHETHER OBVIOUS OR NOT OR WHETHER MANMADE OR NOT. IN CONSIDERATION FOR BEING GIVEN PERMISSION TO PARTICIPATE IN SNOW SKIING, SNOW BOARDING, NORDIC DOWNHILL OR "TELEMARK" SKIING AND TAKING LESSONS IN SNOW SKIING, SNOW BOARDING, NORDIC DOWNHILL OR "TELEMARK" SKIING ACTIVITIES RUN BY THE HOGADON SKI SCHOOL, I HEREBY PERSONALLY ASSUME ALL RISKS IN CONNECTION WITH SUCH ACTIVITIES, INCLUDING BUT NOT LIMITED TO THOSE ASSOCIATED WITH THE FORCES OF NATURE, PHYSICAL INJURY, ILLNESS OR ACCIDENTS. I FURTHER AGREE TO FOREVER RELEASE HOGADON SKI SCHOOL, ITS OWNERS, EMPLOYEES, THEIR HEIRS OR ASSIGNS AND INDEMNIFY HOGADON SKI SCHOOL, ITS OWNERS, THEIR HEIRS OR ASSIGNS FROM ANY CLAIM BY ALL OTHERS, BY ME OR MY ESTATE, EXECUTORS, HEIRS OR ASSIGNS ARISING FROM MY PARTICIPATION IN SNOW SKIING, SNOW BOARDING, NORDIC DOWNHILL OR "TELEMARK" SKIING ACTIVITIES. THIS RELEASE INCLUDES BUT IS NOT LIMITED TO ANY AND ALL RIGHTS, DEMANDS, CAUSES OF ACTION AND ANY AND ALL MEDICAL EXPENSES OR OTHER EXPENSES OF CLAIMS FOR DAMAGES IN THE EVENT OF AN ACCIDENT, ILLNESS OR OTHER INCAPACITY, DEATH OR DAMAGE TO PROPERTY, HOWEVER CAUSED.

I WILL USE DUE CAUTION WHILE PARTICIPATING IN SNOW SKIING, SNOW BOARDING, NORDIC DOWNHILL OR "TELEMARK" SKIING AND TAKING LESSONS IN SNOW SKIING, SNOW BOARDING, NORDIC DOWNHILL OR "TELEMARK" SKIING ACTIVITES AND I HAVE NO PHYSICAL OR MENTAL CONDITION WHICH, TO MY KNOWLEDGE, WOULD ENDANGER MYSELF OR OTHERS IF I PARTICIPATE IN SNOW SKIING, SNOW BOARDING, NORDIC DOWNHILL OR "TELEMARK" SKIING AND TAKING LESSONS IN SNOW SKIING, SNOW BOARDING, NORDIC DOWNHILL OR "TELEMARK" SKIING ACTIVITES.

I AGREE FOR MYSELF, ME OR MY ESTATE, EXECUTORS, HEIRS OR ASSIGNS THAT THIS RELEASE AND ITS REPRESENTATIONS ARE CONTRACTUALLY BINDING AND ARE NOT MERE RECITALS AND THAT SHOULD I, MY ESTATE, EXECUTORS, HEIRS OR ASSIGNS ASSERT MY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, I, MY ESTATE, EXECUTORS, HEIRS OR ASSIGNS SHALL BE LIABLE FOR THE EXPENSES (INCLUDING LEGAL FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING, UNLESS THE OTHER PARTY OR PARTIES ARE FINALLY ADJUDGED LIABLE ON SUCH A CLAIM FOR WILLFUL AND WANTON NEGLIGENCE. THIS AGREEMENT MAY NOT BE MODIFIED ORALLY AND A WAIVER OF ANY PROVISION SHALL NOT BE CONSTRUED AS A MODIFICATION OF ANY OTHER PROVISION HEREIN OR AS A CONSENT TO ANY OTHER PROVISION HEREIN, OR AS A CONSENT TO ANY SUBSEQUENT WAIVER OR MODIFICATION.

I FURTHER STATE THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS RELEASE. A PARENT OR LEGAL GUARDIAN MUST ALSO SIGN FOR ALL PERSONS UNDER THE AGE OF EIGHTEEN (18). PARENT OR LEGAL GUARDIAN AGREES TO INDEMNIFY AND HOLD HARMLESS HOGADON SKI SCHOOL, ITS OWNERS, EMPLOYEES, THEIR HEIRS OR ASSIGNS AND INDEMNIFY HOGADON SKI SCHOOL, ITS OWNERS, EMPLOYEES, THEIR HEIRS OR ASSIGNS FROM ANY AND ALL CLAIMS MADE UNDER ANY THEORY OF LIABILITY, INCLUDING NEGLIGENCE ASSERTED AT ANY TIME NOW OR IN THE FUTURE BY A MINOR FOR WHOM THE PARENT OR GUARDIAN SIGNS THIS RELEASE.

I HAVE READ THE ABOVE RELEASE CAREFULLY BEFORE SIGNING AND UNDERSTAND THAT IT IS A CONTRACT WITH LEGAL CONSEQUENCES.

SIGNATURE:_____ DATE:_____

SIGNATURE:**X**_____ DATE:_____

(PARENT OR LEGAL GUARDIAN IF UNDER 18)